

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

QUALCOMM INCORPORATED,)	
a Delaware corporation; and)	
QUALCOMM TECHNOLOGIES, INC.,)	
a Delaware corporation,)	
)	C.A. No. 24-490 (MN)
Plaintiffs,)	
)	
v.)	
)	
ARM HOLDINGS PLC., f/k/a ARM LTD.,)	
a U.K. corporation,)	REDACTED PUBLIC VERSION
)	
Defendant.)	

**PLAINTIFFS' CONCISE STATEMENT OF FACTS IN OPPOSITION TO
DEFENDANT'S MOTION FOR SUMMARY JUDGMENT UNDER *NOERR-
PENNINGTON* AND FOR LACK OF CAUSATION WITH RESPECT TO
QUALCOMM'S GOOD FAITH AND FAIR DEALING, TORTIOUS
INTERFERENCE, AND UCL CLAIMS (COUNTS III-VI); AND FOR
PARTIAL SUMMARY JUDGMENT ON QUALCOMM'S BREACH
OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR
DEALING (COUNT III)**

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I. ARM'S REFUSAL TO REASONABLY OFFER PERIPHERAL IP

1. Arm makes the peripheral IP products [REDACTED]

[REDACTED] generally available for licensing. *See, e.g.*, Ex. 71 at -683-84 ([REDACTED])

2. Qualcomm licensed each of the peripheral IP products at issue in its breach of the implied covenant claim ([REDACTED]) for a [REDACTED] under its TLA in [REDACTED] D.I. 429 Ex. 26; Ex. 56.

3. When Qualcomm [REDACTED] for the [REDACTED] and [REDACTED] in the [REDACTED] [REDACTED]. Ex. 69. [REDACTED] [REDACTED]. D.I. 435 Ex. 4.

4. Arm [REDACTED] (and the cores codenamed [REDACTED] on [REDACTED]. D.I. 429 Ex. 27. [REDACTED] that Qualcomm's expert Dr. Kennedy [REDACTED] [REDACTED]. D.I. 424 Ex. 69 ¶ 101.

5. [REDACTED] [REDACTED]. Ex. 60. Arm [REDACTED] [REDACTED]. D.I. 436 Ex. 20.

6. Arm's [REDACTED] [REDACTED]. D.I. 436 Ex. 20. Both parties' experts agree that [REDACTED] [REDACTED] [REDACTED]. D.I. 424 Ex. 69 Fig. 23; D.I. 439 Ex. 18 Tbl.

8.

II. ARM'S LEAKS OF CONFIDENTIAL INFORMATION¹

7. Arm's October 22 letter stated that Qualcomm's "obligations are reflected in multiple places in the Qualcomm ALA, including but not limited to Sections [REDACTED] [REDACTED] D.I. 423 Ex. 4. Arm's letter also asserted that Qualcomm must [REDACTED] [REDACTED] *Id.* Arm [REDACTED]. D.I. 421 ¶ 3.

8. Arm stipulated in the Arm Action that the chair of its Board told [REDACTED] executives about a term of the ALA (its duration) in 2022, representing that Qualcomm's ALA would expire in 2025. Ex. 72, Arm Action, D.I. 518-1 at ¶ 13. Qualcomm's license does not expire in 2025. Ex. 68 at 345:22-346:24 (Haas Trial Tr.); D.I. 428 Ex. 2 [REDACTED].

III. QUALCOMM'S CUSTOMERS' CONCERNS ABOUT THE OCT. 22 LETTER

9. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] Ex. 73.

10. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

¹ Arm's leak of the October 22 letter is discussed further in Qualcomm's Concise Statement of Facts in Opposition to Arm's Motion for Summary Judgment on its UCL claim.

D.I. 424 Ex. 25 at -475; D.I. 421 ¶ 18.

11. Qualcomm's Senior Director of Sales and Business Development Pavan Mulabagal, part of the [REDACTED] negotiation team, testified that [REDACTED]

Ex. 75 at 41:12-44:14, 49:6-11, 53:20-55:12.

12.

13.

14.

15. Numerous Qualcomm customers reached out with concerns about Qualcomm's ability to provide products in light of Arm's leak of the October 22 letter. *See, e.g.*, Ex. 77; Ex. 78; Ex. 79; Ex. 80; Ex. 81. Qualcomm employees spent time trying to assuage these concerns and attempting to mitigate the harm on Qualcomm's business. Ex. 82 at 14:1-15:18, 20:21-23:1, 52:9-56:14, 69:22-72:21, 86:14-89:3, 98:23-100:9 (Jeon); D.I. 423 Ex. 14 at 41:9-43:12, 45:9-18, 53:16-55:14, 107:1-108:19, 119:13-120:15, 157:23-158:4, 287:4-8, 294:8-295:14 (Amon); Ex. 87 at 57:14-58:25 (Chaplin); Ex. 83 at 73:12-74:13, 75:25-76:8, 79:20-83:10, 91:13-92:6, 112:3-114:3 (Patrick).

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CERTIFICATE OF SERVICE

I hereby certify that on November 7, 2025, I caused the foregoing to be electronically filed with the Clerk of the Court using CM/ECF, which will send notification of such filing to all registered participants.

I further certify that I caused copies of the foregoing document to be served on November 7, 2025, upon the following in the manner indicated:

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